

**EXHIBIT 9.2(b)**

**Intellectual Property Assignment**

## IP ASSIGNMENT AGREEMENT

THIS IP ASSIGNMENT AGREEMENT (the "Agreement") is made as of February 3, 2005 (the "Closing Date") by and between Sherwood Partners, Inc., a California corporation, in its sole and limited capacity as Assignee for the Benefit of Creditors ("Seller") of the Company (as defined below), on the one hand, and UPS Supply Chain Solutions, Inc., a Delaware corporation ("UPS" or "Buyer"), on the other hand.

### RECITALS

WHEREAS, by resolution of each of the board of directors of Xporta, Inc., a California corporation (the "Company"), as memorialized in the duly executed minutes of the Company, the Company (the "Assignor") transferred ownership of all its right, title and interest in and to substantially all of its tangible and intangible assets to Seller and in so doing has also designated Seller to act, pursuant to California law, as the Assignee for the Benefit of Creditors of Assignor;

WHEREAS, Seller and Buyer have entered into an Asset Purchase Agreement dated as of the Closing Date (the "Purchase Agreement"). Capitalized terms used in this Agreement and not otherwise defined in this Agreement shall have the meanings ascribed to them in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Seller wishes to assign all of Seller's right, title and interest in and to the Intellectual Property contained in the Purchased Assets including, but not limited to, the Xporta Software, Documentation and other Intellectual Property identified on Exhibit A attached hereto (collectively, the "Assigned Rights"), to Buyer, and Buyer wishes to accept such assignment, on the terms and conditions set forth herein and in the Purchase Agreement.

### AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties, agreeing to be legally bound, agree as follows:

1. Assignment of Assigned Rights. Seller does hereby grant, bargain, transfer, sell, assign and convey to Buyer, subject to the provisions of the Purchase Agreement, all of Seller's right, title and interest, if any, in and to the Assigned Rights, and all goodwill of the business represented thereby, and Buyer does hereby accept such assignment, all on, and subject to, the terms and conditions as set forth herein and in the Purchase Agreement. The foregoing assignment, subject to the terms and conditions contained in the Purchase Agreement, includes, but is not limited to, (a) all improvements and inventions disclosed in the Assigned Rights throughout the world, and, for any patents therein, all divisions, reexaminations, reissues, substitutions, continuations, continuations-in-part and extensions thereof, including the right to file applications and obtain patents, utility models, industrial models and designs for said inventions and improvements in Buyer's own name throughout the world including all rights of priority,

all rights to publish cautionary notices reserving ownership of said inventions and all rights to register said inventions in appropriate registries; (b) all worldwide copyrights contained in the Assigned Rights; (c) all goodwill contained in the Assigned Rights; and (d) Seller's right to sue for and remedies against past, present and future infringements of any or all of the foregoing and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide. Notwithstanding any provision in this Agreement, nothing contained herein is intended to provide Buyer with intellectual property rights that are in any way greater than those that Buyer is to acquire pursuant to the Purchase Agreement.

**2. Rights Conferred.** Nothing contained in this Agreement is intended to provide any right or remedy to any person or entity, other than to Buyer.

**3. Purchase Agreement.** This Agreement shall not be deemed to supersede or modify any of the provisions of the Purchase Agreement, and the representations and warranties contained in the Purchase Agreement are incorporated by reference herein and made a part hereof as if fully set forth herein. In the event of any conflict between this Agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall prevail.

**4. Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**5. Choice of Law.** This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of California without reference to conflict of laws principles.

**6. Notices.** All notices or other communications given under this Agreement shall be given in accordance with Section 11.2 of the Purchase Agreement.

**7. Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and together which shall constitute one and the same instrument.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment Agreement as of the date and year first above written.

BUYER:

UPS Supply Chain Solutions, Inc.

By: Robert E. Stoffel  
Name: Robert E. Stoffel  
Title: President

SELLER:

Sherwood Partners, Inc., a California corporation, in its sole and limited capacity as assignee for the benefit of the creditors of Xporta Software, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment Agreement as of the date and year first above written.

BUYER:

UPS Supply Chain Solutions, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SELLER:

Sherwood Partners, Inc., a California corporation, in its sole and limited capacity as assignee for the benefit of the creditors of Xporta Software, Inc.

By:   
Name: Michael A. Maior  
Title: President

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Item No.	Item
b.	<p>Title: Freight Rate Manager</p> <p>Inventors: Jim Gill, Antony Awaida and Ian Williams</p> <p>Status: App. No. 09/939,206 Continuation-in-part of 09/573,583, filed August 24, 2001. Assigned to company.</p>
c.	<p>Title: System and Method for Calculating Real-time Costing Information</p> <p>Inventors: Antony Awaida and Nathan Arroyo</p> <p>Status: App. No. 09/991,428 Continuation-in-part of 09/939,206 and 09/573,583. Assigned to company.</p>
6.	<p><b>Intellectual Property.</b> All of Seller's right, title and interest in and to the Intellectual Property (defined below) owned by Assignor immediately prior to Assignor's execution of the General Assignment (the "Xporta IP"). The Xporta IP includes, but is not limited to, all Intellectual Property rights underlying the Xporta Software and the Documentation.</p> <p>"Intellectual Property" means any or all of the following and all rights, arising out of or associated therewith: (i) all U.S., international and foreign patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (ii) all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, know-how, technology, computer software, technical data and customer lists, and all documentation relating to any of the foregoing throughout the world; (iii) all copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto throughout the world; (iv) all industrial designs and any registrations and applications therefor throughout the world; (v) all databases and data collections and all rights therein throughout the world; (vi) all moral and economic rights of authors and inventors, however denominated, throughout the world; and (vii) any similar or equivalent rights to any of the foregoing anywhere in the world.</p>
7.	<u>Miscellaneous</u>
a.	All intermediate files generated during the content development process. This includes preparsed, pretagged, post tagged, post parsed, and standard loader formats.

**ASSIGNMENT**

THIS ASSIGNMENT, made by **UPS SUPPLY CHAIN SOLUTIONS, INC.**, a corporation of the state of Georgia, having its principal place of business at 12380 Morris Road, Alpharetta, Georgia 30005, hereinafter referred to as Assignor;

WITNESSETH: That,

WHEREAS, as shown by the records of the United States Patent and Trademark Office, Assignor has previously acquired all right, title, and interest in and to the United States patent and/or patent applications identified as:

U.S. Patent Application No. 09/991,428, entitled: "SYSTEM AND METHOD FOR CALCULATING REAL-TIME COSTING INFORMATION," filed Nov. 16, 2001, and in and to the inventions represented thereby (all hereinafter referred to as the "Patents"); and,

WHEREAS **UNITED PARCEL SERVICE OF AMERICA, INC.**, a corporation of the state of Delaware, having its principal place of business at 55 Glenlake Parkway, N.E., Atlanta, Georgia 30328, hereinafter referred to as Assignee, is desirous of acquiring the entire right, title, and interest in and to said Patents and in and to the inventions represented thereby; and

WHEREAS, the parties have agreed to the Assignment hereinafter set forth;

NOW, THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the above Assignor has sold and by these presents does hereby sell, assign, transfer, and convey unto the said Assignee, its successors and assigns, its entire right, title, and interest in and to said Patents and the inventions represented thereby, and any and all continuations, continuations-in-part, or divisions thereof, and any and all Letters Patent or reissues, reexaminations, or extensions thereof which may be granted therefor or thereon, for the full end of the term for which said Letters Patent may be granted, together with the right to claim priority in all foreign countries in accordance with the International Convention; all rights corresponding to said Patents in foreign countries throughout the world; and all of its rights to sue for past infringement of said Patents worldwide, together with all claims for damage by reason of past infringement of said Patents, with the right to sue for, and collect the same for Assignee's own use and enjoyment; all to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

From time to time after the date hereof, at the request of either party hereto, and at the expense of the party so requesting, each of the parties hereto shall execute and deliver to such requesting party such documents and take such other action as such requesting party may reasonably request in order to consummate more effectively the transactions contemplated hereby.

The Assignor further covenants and agrees that, at the time of the execution and delivery of these presents, it possesses full title to the inventions and Patents thereon as earlier identified, and that it has the unencumbered right and authority to make this assignment.

IN WITNESS WHEREOF, the Assignor has caused this assignment to be executed this \_\_

13 day of July, 2005.

UPS SUPPLY CHAIN SOLUTIONS, INC.

By: Elizabeth Williams (SEAL)

Its: Assistant Secretary

STATE OF Georgia)

COUNTY OF Fulton)

I, TOMIKA K. MacWILLIAMS, a Notary Public for said County and State, do hereby certify that, personally came before me this day and acknowledged that she is Assistant Secretary of UPS SUPPLY CHAIN SOLUTIONS, INC. and acknowledged, on behalf of UPS SUPPLY CHAIN SOLUTIONS, INC., the due execution of the foregoing instrument.

Witness my hand and official seal, this the 13 day of July, 2005.

(Official Seal)

Tomiqa K. MacWilliams  
Notary Public

My commission expires: March 18, 2007

TOMIKA K. MacWILLIAMS  
Notary Public, Fulton County, Georgia  
My Commission Expires March 18, 2008

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